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OF COUNSEL  
URBAN A. LESTER


RECORDATION NO.

19744-A  
FILED

September 24, 1999

SEP 24 '99

2-00PM

  
Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are three (3) copies of a Memorandum of Assignment of Lease Agreement, dated as of September 24, 1999, a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 19744.

The name and address of the party to the enclosed document are:

Assignor: General Electric Business Asset Funding Corporation  
Four North Park Drive, Suite 500  
Hunts Valley, Maryland 21030

Assignee: The Fifth Third Leasing Company  
Fifth Third Center  
Cincinnati, Ohio 45263

A description of the railroad equipment covered by the enclosed document is:

Equipment as originally filed herein

Mr. Vernon Williams  
September 24, 1999  
Page Two

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

SEP 24 '99

2-00PM

MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT OF LEASE AGREEMENT (this "Memorandum") is made and entered into as of September 24, 1999, by and between GENERAL ELECTRIC BUSINESS ASSET FUNDING CORPORATION ("Assignor") and THE FIFTH THIRD LEASING COMPANY ("Assignee").

Assignor, successor to MetLife Capital, Limited Partnership, as Lessor, and Oil-Dri Transportation Company, as Lessee have heretofore entered into that certain Master Equipment Lease Agreement dated October 2, 1995 (the "Lease"), as amended by that certain Amendment No. One dated October 2, 1995, pertaining to the railcars described therein (the "Railcars"). The Lease was filed on December 1, 1995 under Recordation Number 19744 with the Surface Transportation Board (formerly known as the Interstate Commerce Commission) pursuant to 49 U.S.C. § 11301.

Concurrently herewith, Assignor has assigned to Assignee all right, title and interest of Assignor in and to the Railcars and the Lease; and the parties desire to effect the assignment of the rights of Assignor under the Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest of Assignor in, to and under the Lease; and Assignee accepts such assignment.

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but altogether only one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment of Lease Agreement to be executed as of the date first above written.

ASSIGNOR:

GENERAL ELECTRIC BUSINESS ASSET  
FUNDING CORPORATION

By: 

Name:                      STEVEN J. WILLIAMS

Title:                      TRANSACTION AND SYNDICATION  
MANAGER

ASSIGNEE:

THE FIFTH THIRD LEASING COMPANY

By:                     

Name:                     

Title:

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Assignment of Lease Agreement to be executed as of the date first above written.

ASSIGNOR:

GENERAL ELECTRIC BUSINESS ASSET  
FUNDING CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

THE FIFTH THIRD LEASING COMPANY

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Maryland

) ss.

COUNTY OF Baltimore

On this 2<sup>nd</sup> day of September, 1999, before me appeared Steve Williams the person who signed the foregoing instrument, who acknowledged that [he][she] is the of General Electric Business Asset Funding Corporation and that, being duly authorized, [he][she] signed such instrument as a free act on behalf of said corporation.

[Seal]

Tracy E. Houck  
Notary Public

My commission expires: 8-1-02,

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_ day of September, 1999, before me appeared \_\_\_\_\_, the person who signed the foregoing instrument, who acknowledged that [he][she] is the of The Fifth Third Leasing Company and that, being duly authorized, [he][she] signed such instrument as a free act on behalf of said corporation.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_,

STATE OF \_\_\_\_\_)

) ss.

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of September, 1999, before me appeared \_\_\_\_\_, the person who signed the foregoing instrument, who acknowledged that [he][she] is the \_\_\_\_\_ of General Electric Business Asset Funding Corporation and that, being duly authorized, [he][she] signed such instrument as a free act on behalf of said corporation.

[Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, \_\_\_\_

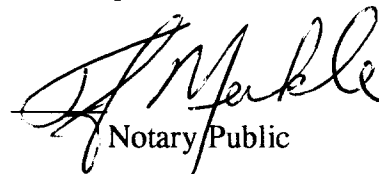
STATE OF OHIO )

) ss.

COUNTY OF Hamilton

On this 23 day of September, 1999, before me appeared David Merrill, the person who signed the foregoing instrument, who acknowledged that [he][she] is the VICE PRESIDENT of The Fifth Third Leasing Company and that, being duly authorized, [he][she] signed such instrument as a free act on behalf of said corporation.

[Seal]

  
Notary Public

My commission expires: \_\_\_\_\_, \_\_\_\_

**THOMAS J. MERKLE**

Notary Public, State of Ohio

My Commission Expires Dec. 16, 2001